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 NEXTDOOR.COM, INC.

8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA  
 10 SAN FRANCISCO DIVISION

11  
 12 NEXTDOOR.COM, INC.,

13 Plaintiff,

14 v.

15 RAJ ABHYANKER,

16 Defendant.

Case No.: \_\_\_\_\_

**COMPLAINT FOR DECLARATORY  
 RELIEF, CYBERPIRACY, AND  
 TRADEMARK INFRINGEMENT;  
 DEMAND FOR JURY TRIAL**

17  
 18 Plaintiff Nextdoor.com, Inc. ("Nextdoor.com" or "the Company"), for its Complaint  
 19 against Defendant Raj Abhyanker ("Abhyanker"), alleges as follows:

**THE NATURE OF THE ACTION**

21 1. As a fundamental principle of trademark law, trademark rights are established  
 22 through use of a mark in commerce—not through hopes and dreams that are not acted upon. In  
 23 this action for declaratory relief, cyberpiracy, trademark infringement, and attorneys' fees, the  
 24 Company seeks to eliminate any doubt that it, not Defendant Abhyanker, is the rightful owner of  
 25 the Nextdoor trademark (hereinafter, the "NEXTDOOR Mark"). The Company's use of the  
 26 NEXTDOOR Mark in connection with its highly successful online social network for  
 27 neighborhoods commenced well before Abhyanker used that Mark in any arguably related field.  
 28

COMPLAINT

Case No. \_\_\_\_\_

FENWICK & WEST LLP  
 ATTORNEYS AT LAW  
 SAN FRANCISCO

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 EDWARD H. WIEKING  
 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

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1 As such, Abhyanker's recent adoption of that Mark—begun only *after* the Company's launch in  
2 an attempt to leverage a claim against the Company—infringes the Company's trademark rights.

3 2. This action is necessitated by Abhyanker's fabricated claim that the Company  
4 "stole" his business idea and the idea of using the NEXTDOOR Mark. Abhyanker repeatedly has  
5 made these baseless claims, including in a lawsuit he previously dropped against the Company  
6 and an opposition he filed before the United States Trademark Trial and Appeal Board ("TTAB").

7 3. Contrary to Abhyanker's allegations, the Company independently developed both  
8 its business idea to create an online social network for neighborhoods, and the idea to brand that  
9 network as NEXTDOOR. It did so long before it had ever heard of Abhyanker's purported hopes  
10 to develop some kind of business that might use that same name.  
11

12 4. It was not until after the Company's highly acclaimed public launch in October  
13 2011 that Abhyanker first attempted to stake any claim in the NEXTDOOR Mark. Before this,  
14 Abhyanker had (1) never used the term "nextdoor" as a source identifier for any online social  
15 network (much less a neighborhood-based one), (2) never applied to register that term as a  
16 trademark, and (3) never acquired or used the domain name www.nextdoor.com. Instead, several  
17 years prior to the Company's public launch of Nextdoor.com, Abhyanker's company used—and  
18 applied to register—a different term: "fatdoor."  
19

20 5. It is time for Abhyanker's interference with the Company's business to stop. By  
21 this action, the Company seeks a declaration that it is the senior user and owner of the  
22 NEXTDOOR Mark in its field, including online social networking for neighborhoods. The  
23 Company also seeks to end Abhyanker's recent acts of infringement and cyberpiracy, which are  
24 designed to make it appear as though he has been using the NEXTDOOR Mark in connection  
25 with some kind of neighborhood-based social network. This includes Abhyanker's acquisition  
26 and use of the domain name www.nextdoor.cm ("the .cm Domain"), where Abhyanker has set up  
27  
28

1 a shell website that inserts the word "nextdoor" and references Plaintiff's Nextdoor.com business  
 2 in various places, but has absolutely nothing to do with providing online social networking for  
 3 neighbors. These wrongful acts constitute cybersquatting and trademark infringement in  
 4 violation of the Lanham Act, 15 U.S.C. §§ 1125 *et seq.*

### 5 PARTIES

6  
 7 6. Plaintiff Nexdoor.com is incorporated under the laws of Delaware, with its  
 8 principal place of business at 101 Spear Street, Suite 230, San Francisco, California 94105.

9 7. Defendant Raj Abhyanker is an individual. Upon information and belief,  
 10 Abhyanker resides in this district and has a principal place of business at 1580 W. El Camino  
 11 Real, Suite 8, Mountain View, California 94040. Abhyanker has engaged in continuous and  
 12 systematic business in California and within this judicial district.

### 13 JURISDICTION AND VENUE

14  
 15 8. This action arises under the Declaratory Judgment Act, 28 U.S.C. § 2201, and the  
 16 Lanham Act, 15 U.S.C. § 1125 *et seq.* This Court has jurisdiction over the subject matter of this  
 17 action pursuant to 28 U.S.C. §§ 1331, 1338, and 1367.

18 9. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 in that both  
 19 parties reside and a substantial part of the events giving rise to the claims herein occurred in this  
 20 judicial district.

21  
 22 10. This Court has personal jurisdiction over Abhyanker by virtue of his residence and  
 23 doing business here, and his express aiming of his infringing and misleading conduct at Plaintiff  
 24 Nextdoor.com in this judicial district.

### 25 INTRADISTRICT ASSIGNMENT

26 11. For purposes of Civil Local Rule 3-2(d), this case is to be assigned on a district-  
 27 wide basis because it is an intellectual property action. This action arises in San Francisco  
 28

County, where Plaintiff Nextdoor.com is located and where substantial parts of the actions, statements and threats described above and below were directed.

### GENERAL ALLEGATIONS

#### Plaintiff Nextdoor.com's Business, Trademark Application and Launch

12. Plaintiff Nextdoor.com is a private social network for neighborhoods and is designed to allow neighbors to communicate online and bring back a sense of community to a neighborhood. It allows neighbors to set up free websites for their neighborhoods, where they can safely talk about issues and topics that matter to their local neighborhoods or communities. The Company provides software and services which makes this possible for consumers.

13. The Company that today is doing business as Nextdoor.com was founded in December 2007 and initially called SPN, Inc. In January 2008, SPN changed its name to Round Two, Inc. After approximately one and a half years of work, Round Two, Inc. launched a website called www.fanbase.com, which was an online almanac of professional and college athletes. Round Two, Inc. later changed its name to Fanbase Inc. The website, Fanbase.com, however, did not achieve the traction for which it had hoped.

14. As a result, Fanbase Inc. decided it needed to change business direction. It began considering new business concepts during the spring of 2010. It considered many. Eventually, the Company decided on the concept of building a neighborhood communications platform and providing an online, private social network for neighborhoods. The Company generated this concept independently and without having had access to or seeing or using any non-public materials of Abhyanker's.

15. The Company then considered names for the business and its platform. Internally, several names were considered. Eventually, in December 2010, a Company employee independently came up with the name Nextdoor. Again, it did so without having had access to or

1 seeing or using any non-public materials of Abhyanker's.

2 16. In January 2011, the Company secured the rights to the domain  
3 www.nextdoor.com, where it intended to host its service. The Company purchased the rights to  
4 this domain through an intermediary from the previous owner. Upon information and belief, the  
5 previous owner was in the business of providing millwork supplies, including doors, windows,  
6 vinyl siding, locks, and stair parts at the time he transferred this domain to the Company.  
7

8 17. On February 8, 2011, the Company applied for a federal registration of the  
9 NEXTDOOR Mark, Application Serial No. 85/236,918 in International Classes 9, 35, 38, 42 and  
10 45 (the "Application").

11 18. In February 2011, the Company began using www.nextdoor.com as the domain  
12 from which it operated beta versions of its online social networking service.  
13

14 19. In March 2011, the Company officially changed its legal name from Fanbase Inc.  
15 to Nextdoor.com, Inc.

16 20. Over the next several months, the Company continued to prepare its service for a  
17 public launch, using the NEXTDOOR Mark on its beta versions, and garnering pre-launch media  
18 attention.

19 21. Finally, on October 26, 2011, the Company publicly launched the  
20 www.nextdoor.com service nationwide. The launch received substantial accolades in the press.  
21 Since the launch, the business has grown rapidly from 176 neighborhoods at launch to almost  
22 6,000 neighborhoods a year later.  
23

24 **Abhyanker's Response to Plaintiff Nextdoor.com's Launch**

25 22. One day after the www.nextdoor.com website was publicly launched, Abhyanker  
26 sent an email to the Company's co-founder Nirav Tolia. The email congratulated Mr. Tolia on  
27 the launch of the site. In that email, Mr. Abhyanker also expressed his interest in being involved  
28

1 with, and designated as a "Co-founder" of the Company. Mr. Tolia, not having known or even  
2 having heard of Mr. Abhyanker previously, did not respond to that email.

3 23. Shortly thereafter, on November 10, 2011, Abhyanker filed suit in California  
4 Superior Court, Case No. 1-11-CV-212924, against the Company, its founders and its investors  
5 (the "State Court Action"). In his complaint, Abhyanker made many inaccurate allegations  
6 regarding the Company's business concept and name, and claimed to have thought of the idea of  
7 a local social networking service in 2005.

8 24. Notably, however, Abhyanker did not claim any trademark rights in the term  
9 "nextdoor" in the State Court Action. He admitted in those pleadings that he did not purchase the  
10 nextdoor.com domain name or ever launch a business operating under the name "nextdoor." To  
11 the contrary, he admitted that he instead chose the name Fatdoor, Inc. and the website  
12 www.fatdoor.com for the business he had hoped would operate a neighborhood social networking  
13 website. Abhyanker further admitted in his pleadings that Fatdoor, Inc. terminated his  
14 employment in the summer of 2007 and abandoned the local social networking field when its  
15 Board of Directors decided to take the business in a completely different direction. The domain  
16 www.fatdoor.com is inaccessible and appears defunct as of November 1, 2012.

17 25. On December 28, 2011, about two months after the public launch of the  
18 www.nextdoor.com website and six weeks after filing the State Court Action, Abhyanker applied  
19 for a federal registration in the standard character mark NEXTDOOR in International Class 42  
20 (Application Serial Number 85/504,896).

21 26. On information and belief, prior to that time, Abhyanker had never applied to  
22 register any mark incorporating the term "nextdoor."

23 27. Rather, Abhyanker had previously applied, on behalf of his former employer,  
24 Fatdoor, Inc., for registrations for the standard character mark FATDOOR (Application Serial  
25  
26  
27  
28



1 Number 77/049,286) and the phrase GET TO KNOW YOUR NEIGHBORS (Application Serial  
2 Number 77/049,854). Neither mark ever registered; publicly available records indicate that these  
3 applications were abandoned on November 10, 2008.

4  
5 28. On February 8, 2012, Abhyanker applied for a federal registration of the design  
6 and phrase FATDOOR GET TO KNOW YOUR NEIGHBORS (Application Serial Number  
7 85/537,718).

8 **Abhyanker's Registration of the Nextdoor.cm Domain**

9 29. Abhyanker has engaged in efforts to confuse consumers about his affiliation with  
10 the Company and/or its www.nextdoor.com service, including, *inter alia*, operating a website  
11 viewable from the www.nextdoor.cm domain name (the ".cm Domain")—a domain that is  
12 confusingly similar to the Company's website—and by blatantly using the Company's name, its  
13 NEXTDOOR Mark, and its website URL (www.nextdoor.com) repeatedly throughout his .cm  
14 Domain website, without the Company's consent.

15  
16 30. On information and belief, on December 28, 2011, the same day he filed an  
17 application to register a NEXTDOOR Mark, Abhyanker also registered the domain name  
18 www.nextdoor.cm. The ".cm" represents the top level domain for the nation of Cameroon in  
19 Central Africa.

20  
21 31. As of the time of the filing of this Complaint, the registrant of the .cm Domain  
22 name is identified as Raj Abhyanker and the registrant's address on file matches that of  
23 Defendant. Based on this information, the Company believes, and thereon alleges, that  
24 Abhyanker owns, controls, uses and/or manages the .cm Domain.

25 32. As of the filing of this Complaint, the .cm Domain redirects to a different IP  
26 address, <http://114.143.101.211:8302/>, where a website is viewable. At the top of the homepage  
27 of this website appears a stylized logo using the name "nextdoor" followed by the line "get to  
28

1 know your neighbors.” A true and correct copy of the screenshot of this homepage, as it appeared  
2 as of November 1, 2012, is attached as **Exhibit A**.

3 33. Upon information and belief, Abhyanker’s website viewable by navigating to the  
4 .cm Domain was not (prior to the launch of the Company’s www.nextdoor.com website), and is  
5 not currently, offering any bona fide products or services. The .cm Domain website is a shell. It  
6 has a few background sections that incorporate the term “nextdoor” (namely, the “About,”  
7 “Privacy,” “Terms” and “Contact” pages). True and correct copies of screenshots of the “About,”  
8 “Privacy,” “Terms” and “Contact” pages of the website, viewable by navigating to the .cm  
9 Domain, as they appeared as of November 1, 2012, are attached as **Exhibit B**. Apart from the  
10 background pages, the website appears to be nothing more than a re-purposed version of another  
11 website owned and operated by Abhyanker, at the domain name www.eatbid.com.  
12

13 34. On information and belief, www.eatbid.com is or was a website where consumers  
14 could bid prices to purchase food at restaurants. That website has nothing to do with private  
15 social networking for neighborhoods. True and correct copies of what appears to be list of deals  
16 at restaurants that consumers could bid on, from the “Winners” and “Bid Now” sections, as  
17 viewable by navigating to the .cm Domain appearing as of November 1, 2012, are attached as  
18 **Exhibit C**. These pages include display of the term “nextdoor” in a banner at the top left of the  
19 page over lists of meals to bid on. A true and correct copy of the homepage of the website  
20 located at the domain www.eatbid.com is attached hereto as **Exhibit D**, as it appeared as of  
21 November 1, 2012.  
22

23 35. As of November 1, 2012, the homepage viewable by navigating to Abhyanker’s  
24 .cm Domain continued to use the term “nextdoor” and the phrase “the private social network for  
25 your neighborhood.” See Exhibit A. When a browser opens the website to which the .cm  
26 Domain redirects, the website also causes the term “nextdoor” to be displayed as the descriptor of  
27  
28



1 the website in the tab of the browser, as is visible in Exhibit A. Additionally, the various  
2 background pages falsely and confusingly represent an association of the .cm Domain with the  
3 Company.

4 36. The "About" section of the website viewable by navigating to Abhyanker's .cm  
5 Domain reads: "Why dont [sic] you give the site a whirl. www.nextdoor.com." See Exhibit B at  
6 page 1.  
7

8 37. The "Terms of Service" section of the website viewable by navigating to  
9 Abhyanker's .cm Domain reads: "This terms of Use Agreement (the "Agreement") sets forth the  
10 terms and conditions for the use of online marketplace services available at  
11 www.nextdoor.com...The site is owned and operated by Nextdoor, Inc....". The Terms of Service  
12 section also represents that "[a]ll content included or available on this site, including site design,  
13 text, graphics, interfaces, and the selection and arrangements thereof is ©2011 Nextdoor.com...".  
14 See Exhibit B at page 5.  
15

16 38. The "Privacy" section of the website viewable by navigating to Abhyanker's .cm  
17 Domain reads: "If you have questions regarding our Privacy Statement, its implementation,  
18 failure to adhere to this Privacy Statement and/or our general practices, please contact us by email  
19 support@nextdoor.com or send your comments to: Nextdoor, Inc., c/o law firm of Raj Abhyanker  
20 P.C." See Exhibit B at page 4.  
21

22 39. The statements and references to www.nextdoor.com identified in Paragraphs 35-  
23 38 above are false and misleading representations, and falsely and confusingly suggest that  
24 Abhyanker's .cm Domain is affiliated with the Company and/or its service. It is not. The  
25 Company is not related to and does not own or operate the .cm Domain. Nor does the Company  
26 authorize or permit the use of its NEXTDOOR Mark by or in connection with the .cm Domain.  
27

28 40. In addition to the .cm Domain, Abhyanker also has at least two other domains that

1 redirect to the same .cm Domain website at the IP address http://114.143.101.211:8302/, and that  
2 display the same content, background pages, and false, misleading and confusing content. On  
3 information and belief, on February 9, 2012, Abhyanker registered the domain names  
4 www.nextyard.com and www.nextlawn.com. As of the filing of this Complaint, each of those  
5 websites redirects to the same location and website content as the .cm Domain.  
6

7 **Abhyanker Adds the Term "nextdoor" to a Defunct eDirectree.com Website**

8 41. Abhyanker has also engaged in additional efforts to create the illusion that he has  
9 been using the NEXTDOOR Mark in the relevant field of use longer than the Company has. One  
10 of these efforts is in connection with a website that Abhyanker is currently operating at the  
11 domain name www.edirectree.com ("the eDirectree Site").  
12

13 42. www.edirectree.com is a domain name that Abhyanker originally registered in  
14 September 2007, but for which he had allowed the registration to lapse sometime in the spring of  
15 2009.

16 43. On information and belief, upon this lapse, the website was no longer accessible at  
17 that domain.

18 44. On information and belief, on February 9, 2012, the same day he registered  
19 nextlawn.com and nextyard.com, Abhyanker re-registered the edirectree.com domain name.  
20

21 45. Sometime thereafter, he resumed operation of the eDirectree Site, which began to  
22 display what appears to be a social networking page. That page contains a feature (a clickable  
23 link) that is named "Nextdoor™ Neighbors."

24 46. Prior to the lapsing of Abhyanker's original registration for the  
25 www.edirectree.com domain in 2009, the eDirectree Site displayed a page that is similar to the  
26 social networking page that is displayed on that site now. However, the feature that currently is  
27 called "Nextdoor™ Neighbors" was instead named "Friends."  
28

1           47. On information and belief, the mark “nextdoor” had not been used, in commerce  
2 or otherwise, on the eDirectree Site prior to February 2012. Rather, upon information and belief,  
3 Abhyanker changed the name of the “Friends” feature to “Nextdoor™ Neighbors” only after the  
4 eDirectree Site resumed operation in February 2012.

5           48. Upon information and belief, Abhyanker changed the name of this purported  
6 social networking feature to support his false assertion that he commenced using the “nextdoor”  
7 mark prior to the Company’s use.  
8

9           **The Controversy Between the Parties**

10           49. On January 20, 2012 and February 9, 2012, Abhyanker filed two separate notices  
11 of opposition to the Company’s application to federally register its NEXTDOOR Mark in the  
12 Trademark Trial and Appeal Board, Opposition Nos. 31203462 (the “462 Opposition”) and  
13 91203762 (the “762 Opposition”) (collectively, the “Oppositions”).  
14

15           50. By the Oppositions, Abhyanker seeks to block the Company’s pending  
16 Application for a federal registration of its NEXTDOOR Mark. The Oppositions are based on  
17 Abhyanker’s claim that (1) he has prior rights in the term “nextdoor” and (2) there is a likelihood  
18 of confusion between the Company’s NEXTDOOR Mark and Abhyanker’s purported rights in  
19 “fatdoor” and “fatdoor get to know your neighbors.”  
20

21           51. On February 7, 2012, around the time Abhyanker filed the 762 Opposition—and  
22 after the Company demurred to his complaint in the State Court Action—Abhyanker requested  
23 dismissal of the State Court Action, without prejudice. The court granted that request, and the  
24 action’s dismissal was entered on March 26, 2012.

25           52. Approximately one week after requesting dismissal, Abhyanker sent a letter to the  
26 Company claiming that its use of the NEXTDOOR Mark and its pending trademark application  
27 presented a “direct impediment to Mr. Abhyanker’s own application and associated rights in the  
28

1 name NEXTDOOR.” The letter also claimed that the Company’s use of the domain name  
 2 www.nextdoor.com (that it had purchased over a year earlier), was in violation of the  
 3 Anticybersquatting Consumer Protection Act of 1999. In that letter, Abhyanker proposed to  
 4 license his purported rights in “NEXTDOOR” to the Company and threatened UDRP proceedings  
 5 and/or litigation in federal court if the matter was not resolved promptly.  
 6

7 53. On September 26, 2012, the TTAB consolidated the 462 and 762 Oppositions into  
 8 a single proceeding with the 462 proceeding as the “parent” proceeding. On September 26, 2012,  
 9 Abhyanker filed a consolidated Opposition, in which he continues to assert that he is the senior  
 10 user of the NEXTDOOR Mark, and that the Company’s use of the mark is likely to create  
 11 confusion with the terms “fatdoor” and “fatdoor get to know your neighbors.”  
 12

13 54. The present action presents an “exceptional case” warranting an award of the  
 14 Company’s attorneys’ fees under 15 U.S.C. Section 1117(a). Abhyanker’s intentional  
 15 interference with and threats to disrupt the Company’s business have continued despite the lack  
 16 of any substantive basis for his claims. Further, on information and belief, Abhyanker has  
 17 attempted to manufacture, after the fact, an appearance of use of the “NEXTDOOR” Mark,  
 18 masking his lack of use in commerce or in any other manner that could otherwise establish  
 19 priority.  
 20

21 **COUNT I – DECLARATORY JUDGMENT UNDER 28 U.S.C. § 2201**  
 22 **(NEXTDOOR)**

23 55. Plaintiff Nextdoor.com incorporates by reference all the allegations of Paragraphs  
 24 1 through 54, as if fully set forth herein.

25 56. The Company filed its application for the NEXTDOOR Mark in February 2011.  
 26 Since then, it has been using in commerce the term Nextdoor and the NEXTDOOR Mark as the  
 27 name of its corporation, Nextdoor.com, Inc.; as the URL of its website, www.nextdoor.com; and  
 28 as a designation of the source of its nationwide website providing online social networks for  
 neighborhoods.

57. Abhyanker has claimed in the ongoing Opposition proceedings in the TTAB that the Company's use of the NEXTDOOR Mark is likely to cause confusion and constitutes infringement of Abhyanker's purported rights in the term "nextdoor."

58. Accordingly, an actual controversy exists between the parties.

59. The Company seeks a declaration from this Court that it is lawfully using the NEXTDOOR Mark and not committing infringement of any purported trademark rights held by Abhyanker because, *inter alia*, the Company has priority of use of the NEXTDOOR Mark in the field of online social networking.

**COUNT II – DECLARATORY JUDGMENT UNDER 28 U.S.C. § 2201**  
**(Fatdoor)**

60. Plaintiff Nextdoor.com incorporates by reference all the allegations of Paragraphs 1 through 59, as if fully set forth herein.

61. Abhyanker has claimed in the ongoing Opposition proceedings in the TTAB that the Company's use of the NEXTDOOR Mark constitutes infringement of Abhyanker's purported rights in the terms "fatdoor" and "fatdoor get to know your neighbors."

62. The Company contends that its use of the NEXTDOOR Mark is not infringing, because, *inter alia*, there is no likelihood of confusion between the Company's use of NEXTDOOR and the terms "fatdoor" or "fatdoor get to know your neighbors"—terms for which Abhyanker also has not established that he is the rightful owner of any rights. Accordingly, an actual controversy exists between the parties.

63. The Company seeks a declaration from this Court that it is lawfully using the NEXTDOOR Mark and is not committing infringement of any purported trademark rights held by Abhyanker because, *inter alia*, there is no likelihood of confusion between the Company's use of the mark NEXTDOOR and Abhyanker's purported rights, if any, in the terms "fatdoor" and "fatdoor get to know your neighbors."

**COUNT III – VIOLATION OF 15 U.S.C.A. § 1125(D)(1)**  
**(Cyberpiracy)**

64. Plaintiff Nextdoor.com incorporates by reference all the allegations of Paragraphs 1 through 63, as if fully set forth herein.

65. On information and belief, Abhyanker registered the .cm Domain, www.nextdoor.cm.

66. The .cm Domain is nearly identical to and confusingly similar to the Company's distinctive NEXTDOOR name and Mark and to the Company's registered domain www.nextdoor.com.

67. On information and belief, Abhyanker has a bad faith intent to profit from the .cm Domain. Bad faith is evidenced by, *inter alia*, his registration of the domain only after the success of the Company's www.nextdoor.com site; his failure to offer any bona fide goods or services through the .cm Domain; his failure to direct the site towards users in the country of Cameroon, as would be expected by a legitimate .cm domain name; his selection of a common typographical error for www.nextdoor.com in an effort to redirect traffic from www.nextdoor.com to the .cm Domain; his incorporation of the Company's NEXTDOOR Mark in the .cm Domain in its entirety; his use of the term "nextdoor" on the website viewable by navigating to the .cm Domain and his reference to www.nextdoor.com within the text of that website; and his creation of the .cm Domain as part of an effort to interfere with the Company's use of its NEXTDOOR Mark and to falsely support his claim that he is the senior user of the mark.

68. Thus, Abhyanker has used the .cm Domain and the registration of that domain name and his use of that domain name have been in bad faith.

69. Abhyanker's actions constitute cyberpiracy in violation of the Company's rights under section 43(d)(1) of the Lanham Act, 15 U.S.C. § 1125(d)(1). Those actions have been



1 knowing, deliberate, willful, intentional, and malicious in light of the Company's rights and the  
2 ongoing dispute between the Company and Abhyanker.

3 70. Pursuant to 15 U.S.C. § 1117(d), Nextdoor.com elects to recover, instead of actual  
4 damages and profits for Abhyanker's violation of 15 U.S.C. § 1125(d)(1), an award of statutory  
5 damages up to \$100,000 per domain name.

6 71. If Abhyanker's cyberpiracy in violation of 15 U.S.C. § 1125(d)(1) is permitted to  
7 continue, the Company faces the risk of irreparable harm. Plaintiff's remedy at law is not by  
8 itself adequate to remedy Abhyanker's actions, and irreparable harm suffered by the Company  
9 will continue unless this Court enjoins Abhyanker. The Company therefore is entitled to  
10 protection by injunctive relief, including forfeiture or cancellation of the .cm Domain or transfer  
11 of the .cm Domain name to the Company.  
12

13 **COUNT IV – VIOLATION OF 15 U.S.C.A. § 1125(A)**  
14 **(Lanham Act)**

15 72. Plaintiff Nextdoor.com incorporates by reference all the allegations of Paragraphs  
16 1 through 71, as if fully set forth herein.

17 73. Abhyanker's use of the name and term "nextdoor," including, without limitation,  
18 (i) in connection with the .cm Domain website purporting to provide a "private social network for  
19 your neighborhood," (ii) the references to the Company's www.nextdoor.com website on the .cm  
20 Domain website, without authorization, and (iii) the use of the "Nextdoor™ Neighbors" phrase  
21 on the eDirectree.com Site, are likely to cause confusion, mistake or deception among users and  
22 the public as to the source, origin, sponsorship or quality of Abhyanker's websites and purported  
23 services.

24 74. Abhyanker's use of the NEXTDOOR Mark is likely to confuse consumers,  
25 Internet users (including actual and potential users of the Company's services) and the public into  
26 believing that the Company is the source, origin or sponsor of Abhyanker's websites, that  
27 Nextdoor.com is the source or a sponsor of Abhyanker's activities, or that the Company  
28

1 otherwise approves of or has an affiliation with Abhyanker, all in violation of 15 U.S.C. §  
2 1125(a), thereby causing loss, damage and injury to the Company and to the public.

3 75. Abhyanker's statements on his .cm Domain website, including, without limitation,  
4 as described in Paragraphs 37 and 38 above, constitute false or misleading representations of fact.  
5 These misrepresentations are likely to cause confusion or mistake, or to deceive as to the  
6 affiliation, connection or association of Abhyanker's .cm Domain website with the Company, or  
7 as to the origin, sponsorship, or approval of Abhyanker's .cm Domain website by the Company.  
8 They also misrepresent the nature, characteristics, and qualities of Abhyanker's .cm Domain and  
9 the Company's www.nextdoor.com website and service.

10 76. As a direct result of Abhyanker's conduct, Abhyanker has unjustly traded on the  
11 Company's goodwill. Abhyanker was aware of the Company's marks and reputation before  
12 engaging in his conduct as alleged herein. Abhyanker deliberately changed the "Friends" feature  
13 of the eDirectree.com Site to use the NEXTDOOR Mark, and selected the .cm Domain names  
14 and included false claims of its connection to the Company's website, for the purpose of  
15 harassing the Company, misappropriating its substantial goodwill, and causing confusion, mistake  
16 and deception among Internet users and the public.

17 77. The Company is entitled to recover Abhyanker's profits from the infringing use of  
18 the Company's NEXTDOOR Mark.

19 78. If Abhyanker's infringement is permitted to continue, the Company faces the risk  
20 of irreparable harm. The Company's remedy at law is not by itself adequate to remedy  
21 Abhyanker's actions, and irreparable harm suffered by the Company will continue unless this  
22 Court enjoins Abhyanker. The Company therefore is entitled to protection by injunctive relief.

### 23 **PRAYER FOR RELIEF**

24 THEREFORE, Plaintiff Nextdoor.com prays for judgment against Abhyanker as follows:

25 A. a declaration from this Court that

26 1. Plaintiff Nextdoor.com is lawfully using the NEXTDOOR Mark  
27 and not committing infringement of any purported trademark rights held by  
28 Abhyanker;

2. Plaintiff Nextdoor.com has priority of use of the NEXTDOOR Mark in the field of online social networking; and

3. there is no likelihood of confusion between Plaintiff Nextdoor.com's use of NEXTDOOR and Abhyanker's purported rights, if any exist, in the term "fatdoor" or "fatdoor get to know your neighbors";

B. an order that Abhyanker transfer the registration of the .cm Domain (and any other similar domains owned or acquired by Abhyanker) to Plaintiff Nextdoor.com;

C. an award of statutory damages up to \$100,000 per domain name, pursuant to 15 U.S.C. § 1117(d), for Abhyanker's cyberpiracy;

D. an award of Abhyanker's profits from his infringing conduct;

E. an order enjoining Abhyanker and each of his agents, servants, employees, and attorneys, and those persons in active concert or participation with any of them who receive actual notice of the injunction, from using the NEXTDOOR Mark, or any colorable imitation thereof or confusingly similar term, in the field of online social networking;

F. an award of Plaintiff Nextdoor.com's attorneys' fees, expenses and costs; and

G. such further relief as the Court deems just and reasonable.

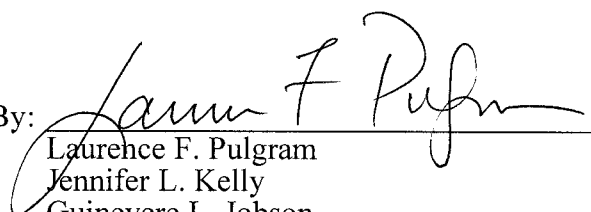
### JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable in this matter.

Dated: November 5, 2012

FENWICK & WEST LLP

By:

  
 Laurence F. Pulgram  
 Jennifer L. Kelly  
 Guinevere L. Jobson

Attorneys for Plaintiff  
 NEXTDOOR.COM, INC.



# **EXHIBIT A**

http://114.143.101.211:8302/

Nextdoor

File Edit View Favorites Tools Help

**Nextdoor**  
get to know your neighbors

private social network for your neighborhood


sign in with facebook sign in with twitter

See if Nextdoor is available in your area:

Email Address:   
 Street Address:   
 City:   
 State:


**Check Availability**

**Featured Restaurants**

 **Bonjour Crepes & Sandwiches** ☐ ☐ ☐ ☐ ☐

Cupertino, CA

*Bonjour Crepe Company is a restaurant in Cupertino\**

 **Creme**  
 Savory Crepe  
 Retail price: \$8.95

Simple crepe made with organic buckwheat batter or white batter you pick filled with melted mozzarella cheddar swiss or brie cheese

**Winners Bid Now! Buy it now \$3.00**

**How Nextdoor Works:**

- 1 See if Nextdoor is available in your area.
- 2 Verify your address to join your Nextdoor website.
- 3 Start using Nextdoor to build a stronger neighborhood.

**About Privacy Terms Contact**

125%





# **EXHIBIT B**



## About

Across the globe, the web has advanced to the point where today it has become easy to find out where anyone lives, what their interests are, or what they are searching for. Ironically, while this has happened, a sense of community in our own neighborhoods is being lost. People spend significantly more time in front of computers than in getting to know their neighbors or their neighborhood. We at Nextdoor believe that this change has eroded everyone's quality of life. And we want to do something about it! Try this test... Can you name five or more of your neighbors? Do you know which plumber or handyman is recommended most by your neighbors? Do you know when someone on your street is looking for a babysitter or needs help? Looking to hire someone for household work such as cooking, cleaning, gardening, and construction but too afraid of asking the neighbor down the street who may have a recommendation for you? Want to form a neighborhood watch group but don't know enough names/addresses? Looking for a running partner? Just want to go to this incredible new restaurant in the neighborhood you didn't know of? And on, and on, and on.

That's what Nextdoor is about - bringing the world together one neighborhood at a time to make it a better place.

Lofty? Yes. Impossible? No. Why don't you give the site a whirl. [www.nextdoor.com](http://www.nextdoor.com).

Try the following: 1. Search for yourself in your neighborhood. See everyone else on your street, perhaps you'll "discover someone new"

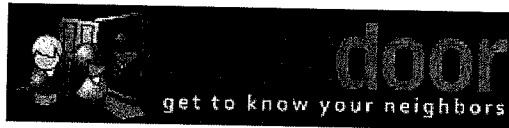
2. Search for yourself in your neighborhood. See everyone else on your street, perhaps you'll "discover someone new"

3. Go into the "wiki" associated with your address: it's a simple, editable page that you can choose to claim as yours because you live at that address. Feel free to share as much or as little of your information as you wish. And leave your name and wiki "private" or "public". If kept public, everyone will be able to see you and your wiki. If made private, you can decide who to give access to your information

4. Now go back and search for anyone else you know in your neighborhood. Person or business. Feel free to enter their wiki (if they haven't claimed it already) and write about them - anything you want. Don't worry, when they claim their page, they can decide to keep your comment or not 5. Send an email to a friend recommending they try out Nextdoor. Help neighbors meet neighbors

Nextdoor has been created to use the power of information to make the world one connected global village where people within and across borders understand and help each other. Who knows, there may be less conflict in the world when sitting in Los Gatos California you could find a friend in Kenya, another in China, a third in India who shares the same passion for French Vietnamese cuisine that you do.

And yes, help us make this service better. Send us your feedback!



## Privacy

### 1. Acknowledgment and acceptance of terms

Nextdoor, Inc. is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website. By accessing Nextdoor.com, you acknowledge and fully understand Nextdoor's Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

### 2. Participating Merchant Policies

Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Restaurants and others who participate in Nextdoor.com services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating Restaurants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

### 3. Information We Collect and How We Use It

Nextdoor.com collects certain information from and about its users three ways: directly from our Web Server logs, use of cookies, and from the user.

#### a. Web Server Logs

When you visit our website, we may track information to administer the site and analyze its usage. Examples of information we may track include:

- Your Internet protocol address.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our site from.
- Pages you viewed on the site.

#### b. Use of Cookies

Nextdoor.com may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web Server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

Nextdoor.com reserves the right to share aggregated site statistics with partner companies, but does not allow other companies to place cookies on our website unless there is a temporary, overriding customer value (such as merging into Nextdoor.com, a site that relies on third-party cookies).

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings then be aware that this may disable some of the functionality on our website.

### **c. Personal Information**

Visitors to our website can register to purchase services. When you register, we will request some personal information such as name, address, email, telephone number, account number and other relevant information. If you are purchasing a service, we will request financial information. Any financial information we collect is used only to bill you for the services you purchased. If you purchase by credit card, this information is encrypted and forwarded to the credit card processor. For other types of registrations, we will ask for the relevant information. You may also be asked to disclose personal information to us so that we can provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting.

We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your service requests for services; To protect ourselves from liability;
- To respond to legal process or comply with law; or
- In connection with a merger, acquisition, or liquidation of the company

## **4. Use of Email Address**

Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Restaurants and others who participate in Nextdoor.com services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating Restaurants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

## **5. Use of Web Beacons or GIF files**

Nextdoor.com Web pages may contain electronic images known as Web beacons - sometimes also called single-pixel gifs - that allow Nextdoor.com to count users who have visited those pages and to deliver co-branded services. Nextdoor.com may include Web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon. Some of these Web beacons may be placed by third party service providers to help determine the effectiveness of our advertising campaigns or email communications. These Web beacons may be used by these service providers to place a persistent cookie on your computer. This allows the service provider to recognize your computer each time you visit certain pages or emails and compile anonymous information in relation to those page views, which in turn enables us and our service providers to learn which advertisements and emails bring you to our website and how you use the site. Nextdoor.com prohibits Web beacons from being used to collect or access your personal information.

## **6. Accessing Web Account Information**

We will provide you with the means to ensure that personally identifiable information in your web account file is correct and current. You may review this information by contacting us by sending an email to our support attendant at [support@nextdoor.com](mailto:support@nextdoor.com).

## **7. Changes to this Statement**

Nextdoor.com has the discretion to occasionally update this privacy statement. When we do, we will also revise the "updated" date at the top of this Privacy Statement page. We encourage you to periodically review this Privacy Statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.

## **8. Contacting Us**

If you have questions regarding our Privacy Statement, its implementation, failure to adhere to this Privacy Statement and/or our general practices, please contact us by email [support@nextdoor.com](mailto:support@nextdoor.com) or send your comments to:

Nextdoor, Inc., c/o law firm of Raj Abhyanker P.C.

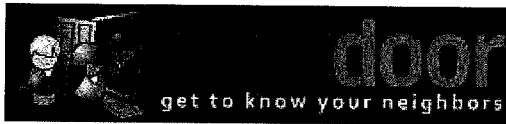
Attention: Legal Department  
1580 W. El Camino Real Suite 13  
Mountain View, CA 94040

Nextdoor.com will use commercially reasonable efforts to promptly respond and resolve any problem or question.

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## Terms of Service

This Terms of Use Agreement (the "Agreement") sets forth the terms and conditions for use of online marketplace services available at [www.Nextdoor.com](http://www.Nextdoor.com) (the "Site"). By using the Site, you (the "Member") agree to these terms and conditions. If you do not agree to the terms and conditions set forth in this Agreement, you should immediately cease all usage of the Site. The Site is owned and operated by Nextdoor, INC (the Company") which reserves the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted on the Site. Your continued use of the Site after such modifications are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications.

### 1. Description of Service

The Site provides Member with an online marketplace to purchase a dining experience at participating restaurants at a specific time and date (the "Service"). Member must (1) provide all equipment necessary for their own Internet connection access to the Internet, including computer and modem and (2) pay any and all fees and costs related to such connection.

### 2. Disclaimer of Warranties

The Site and the Service as well as all content provided thereon is on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, the Company makes no representations or warranties of any kind, express or implied, regarding the use or the results of the Site and/or the Service in terms of correctness, accuracy, reliability, or otherwise. The Company shall have no liability for any interruptions on the Site or of the Service. The Company disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement.

### 3. Limitation of Liability

THE SITE AND/OR THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY NOR ITS SUBSIDIARIES AND AFFILIATES, AND ANY OFFICER, DIRECTOR, EMPLOYEE, SUBCONTRACTOR, AGENT, SUCCESSOR, OR ASSIGN OF ANY OF THEM, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS' FEES AND LOST PROFITS OR SAVINGS) TO YOU CONNECTED WITH USE OF THE SITE OR THE SERVICE, INCLUDING ITS CONTENT AND REGARDLESS OF ANY NEGLIGENCE OF ANY OF THEM. The Company does not guarantee that the functions contained on the Site will be uninterrupted or error-free, that the Site or its server will be free of viruses or other harmful components, or that defects will be corrected even if the Company is aware of them. The Company disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to: (1) any errors in or omissions from the Site, including but not limited to

technical inaccuracies and typographical errors; (2) any third party websites or content therein directly or indirectly accessed through links in the Site; (3) any information which is posted by any third-party, including without limitation, information posted on any related blog; (4) the unavailability of the Site or any portion of the Site and/or the Service; (5) your use of the Site; or (6) your use of any equipment or software in connection with the Site and/or the Service.

#### **4. Indemnification**

Member agrees to indemnify and hold the Company, its parents, subsidiaries, affiliates, directors, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Site and/or the Service, the violation of this Agreement, or infringement by Member, or other user of the Site and/or the Service using Member's computer, of any intellectual property or any other right of any person or entity.

#### **5. Monitoring**

Members may post comments, suggestions, questions and other content in our online forums so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." The Company reserves the right (but not the obligation) to remove or edit such content, but may not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant the Company a nonexclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Company the right to use the name that you submit in connection with such content, if in its sole discretion, the Company so chooses. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this Agreement and will not cause injury to any person or entity; and that you will indemnify the Company for all claims resulting from content you supply. The Company takes no responsibility and assumes no liability for any content posted by you or any third party.

#### **6. Privacy**

For more information see our Privacy Policy.

#### **7. Email Policy**

At the time that you register with the Site, you may opt in to receive periodic e-mails from the Company. At any time, should you wish to no longer receive such e-mails, you must send an e-mail to [unsubscribe@nextdoor.com](mailto:unsubscribe@nextdoor.com). You will, however, continue to receive e-mails related to any purchases you have made on the Site even if you have opted out of receiving periodic e-mails. Please see our Privacy Policy for further details.

#### **8. Modifications and Interruption to Service**

The Company reserves the right to modify or discontinue the Service with or without notice to the Member. The Company shall not be liable to Member or any third party should it exercise its right to modify or discontinue the Service. Member acknowledges and accepts that the Company does not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

#### **9. Third-Party Content**

In some instances, the content available through this Site represents the opinions and judgments of the respective information provider, Member, or other user not under contract with the Company. The Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on the Site by anyone other than authorized Company spokespersons while acting in their official capacities. Under no circumstances will the Company be liable for any loss or damage caused by a Member's reliance on information obtained through the Site. It is the responsibility of the Member to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through the Site.

## **10. Third-Party Sites**

The Site may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

## **11. Disclaimer Regarding Accuracy of Restaurant Information**

Dining packages and other information related thereto have been provided by restaurants. While the Company makes every effort to ensure that the information on the Site is accurate, the Company can make no representations or warranties as to the accuracy or reliability of any information provided on the Site.

The Company makes no warranties or representations whatsoever with regard to any dining package provided or offered by any restaurant, and you acknowledge that any reliance on representations and warranties provided by any restaurant shall be at your own risk.

## **12. Governing Jurisdiction by the Courts of California**

This is operated and provided in the State of California. As such, we are subject to the laws of the State of California, and such laws will govern this Agreement, without giving effect to any choice of law rules. We make no representation that the Site or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our Site you agree to do so subject to the laws of the State of California.

## **13. Compliance with Laws**

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable local, state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

## **14. Copyright and Trademark Information.**

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2011 Nextdoor.com, with all rights reserved, and is the property of the Company and/or third parties protected by intellectual property rights. Any use of materials on the Site, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of the Company is strictly prohibited. Members agree that they will not use any robot, spider, or any other automatic device, or manual process to monitor or copy our web pages or the content

contained therein without prior written permission of the Company.

NEXTDOOR™, EATBIDTM™ (collectively "Door trademarks"), and other marks shown herein are proprietary marks of Raj Abhyanker. Certain items, features, and technologies shown on this site are based on the original NEXTDOOR neighborhood social networking technology and desktop application in continuous use in commerce since August 2005. Other company, product, and service names and logos used and displayed on this site may be trademarks or service marks owned by Raj Abhyanker or others. Nothing on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the "Door trademarks" displayed on this site, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of the trademarks found on the site unless in accordance with written authorization by us. We prohibit use of any of the "Door trademarks" as part of a link to or from any site unless establishment of such a link is approved in writing by us in advance. Any questions concerning any "Door trademarks" or whether any mark or logo is a "Door trademark", should be referred to Raj Abhyanker.

The Company's trademarks may not be used in connection with any product or service that is not provided by the Company, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company. All other trademarks displayed on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those owners. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with the Company or the Site.

## **15. Notification of Claimed Copyright Infringement**

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Nextdoor.com designates the following individual as its agent for receipt of notifications of claimed copyright infringement

By Mail:

Nextdoor, Inc., c/o law firm of Raj Abhyanker P.C.  
1580 W. El Camino Real Suite 13  
Mountain View, CA 94040

By Telephone: (650) 965-8731

By Email: [legal@nextdoor.com](mailto:legal@nextdoor.com)

## **16. Other Terms**

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by the Company, in our sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

## **17. TERMS OF SALE**

By making a purchase, Member agrees to purchase a dining package at a specified restaurant with a multi-course menu, on the date and time and for the number of guests specified, in accordance with the following.

**All purchases are valid for "Dine-In" only unless otherwise expressly stated.**

Purchases may be cancelled if done more than four (4) hours in advance of the time selected by Member. Thereafter, purchases cannot be cancelled and no refunds will be given. Restaurants may in their sole discretion refuse service should a Member arrive at a restaurant more than 15 minutes after time booked by Member, and no refunds will be given in such circumstances.

Member warrants and represents that when making a purchase that includes alcoholic beverages of any kind, that Member is twenty-one (21) years of age or older. In order to be served alcoholic beverages, Member will be required to present a valid government-issued identification to restaurant staff. Restaurant staff will refuse Member service of alcoholic beverages if the requisite identification is not presented. Restaurants, in their sole discretion, reserve the right to substitute any ingredient or menu item based upon availability or seasonality and will make effort to provide Member with notice of such changes.

---

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## Contact Us

Have a suggestion? A complaint? A general comment? A compliment? We'd love to hear from you!

Please fill out this form and we'll email you back as soon as we can!

Name

Email

Message

---

[About](#) [How it works](#) [Privacy](#) [Terms](#) [Contact](#)





# **EXHIBIT C**



Search

Login Sign up

**Bonjour Crepes & Sandwiches** (4 reviews)

French

**Announcement!**

Bonjour Crepes &amp; Sandwiches

Specials

Items

Reviews &amp; Info

**Categories**

All Items  
All Day Menu  
Breakfast  
Dessert  
Drinks  
Rals  
Sandwich  
Savory Crepe  
Sweet Crepe

**Menu Items - All Items****Waffle crepe**

A waffle crepe is a new creation by Bonjour Crepe's new manager, Carol Russel. Delicate and elegant, the waffle crepe is the perfect treat for someone looking to get a nice tasty dessert while watching their waistline.  
retail price: \$9.95

Valid till June, 12 2012

Add to cart

Winners **Bid Now**  
Buy it now for \$6.95

**Apple pie**

retail price: \$4.00

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$3.00

**Apple cider**

retail price: \$4.00

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$3.00

**French onion soup**

delicious, warm french onion soup made just for you.  
retail price: \$6.95

Valid till January, 31 2012

Add to cart

Winners **Bid Now**  
Buy it now for \$4.95

**Mocha**

Enjoy a cup of hot Mocha coffee with your breakfast, lunch or dinner crepe.  
retail price: \$3.95

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$2.00

**Latte**

Enjoy a cup of hot Latte coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$3.95

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$2.00

**Cappuccino**

Enjoy a cup of hot Cappuccino coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$3.95

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$2.00

**Espresso**

Enjoy a cup of hot espresso coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$2.00

**Restaurant Feed**

"Sonali P. just won 'A' Imported Chocolate Fondue for Four" for \$18.00. Friday, January 20, 2012

"Sonali P. just won 'A' Imported Chocolate Fondue for Four" for \$18.00. Friday, January 20, 2012

"Sonali P. just won 'A' Mediterranean Omelette" for \$2.00. Friday, January 20, 2012

"Raj A. just won 'A' Veggie Omelette" for \$2.00. Friday, January 20, 2012

"Sonali P. just won 'A' Salmon and Creme Fraiche" for \$2.00. Friday, January 20, 2012

Pick a date Add to cart Winners Bid Now  
Buy it now for \$1.00



### Americano

Enjoy a cup of hot Americano coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$2.00

Pick a date Add to cart Winners Bid Now



### Coffee

Enjoy a cup of hot coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$1.95

Pick a date Add to cart Winners Bid Now



### Hot Chocolate

Delicious hot chocolate topped with home made whipped cream.  
retail price: \$2.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$2.00



### Egg Scramble

Breakfast crepe with organic buckwheat batter or white batter (you pick) filled with scrambled eggs and choice of three additional ingredients.  
retail price: \$6.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



### Brie Apple

Savory chicken pesto crepe made with organic buckwheat batter or white batter (you pick) filled with delicious brie cheese and fresh apples  
retail price: \$6.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



### Margherita

Savory mediterranean crepe made with organic buckwheat batter or white batter (you pick) filled with delicious basil pesto, melting mozzarella cheese, spinach, and fresh tomatos.  
retail price: \$7.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



### Pancakes Banana-Almond

Three delicious and soft homestyle buttermilk pancakes made just with fresh bananas and healthy almonds baked inside.  
retail price: \$8.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



### Pancakes Chocolate Chip

Three delicious and soft homestyle buttermilk pancakes made just with baked in delicious gourmet chocolate chips.  
retail price: \$8.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



### Imported Chocolate Fondue for Four

Imported chocolate fondue, your choice of milk or dark chocolate served with fresh fruits, assorted candy dippings, and more.  
retail price: \$40.00

Pick a date Add to cart Winners Bid Now  
Buy it now for \$20.00



### Imported Chocolate Fondue for Two



Imported chocolate fondue, your choice of milk or dark chocolate served with fresh fruits, assorted candy dippings, and more.  
retail price: \$20.00

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$10.00



#### Banana Split

Two heaping scoops of chocolate or vanilla ice cream nestled between a fresh and crisp carved banana topped with chocolate syrup, chopped peanuts, and delicious house made whipped cream  
retail price: \$5.50

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Ice Cream Sundae

Two heaping scoops of chocolate or vanilla ice cream, with fresh peanuts, chocolate syrup, fresh strawberries topped with delicious home made whipped cream  
retail price: \$5.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Denver Omelette

Delicious omelette, with ham, green bell peppers, onions, and cheddar cheese  
retail price: \$9.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Ham and Cheese

Crepes made with organic buckwheat batter or sweet batter (you pick) filled with delicious ham and melted mozzarella or swiss cheese.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Spicy Veggie Crepe

Savory crepe organic buckwheat batter or white batter (you pick) filled with delicious mozzarella cheese, green bell pepper, serrano peppers, onions, and fresh salsa on the side.  
retail price: \$7.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Lemon, Strawberry and Banana

Delicious dessert crepe served on fresh sweet batter, made inside the restaurant daily with homemade lemon curd, fresh strawberries, and bananas  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Strawberries & Whipped Cream Crepe

Delicious sweet crepe served on fresh flour sweet batter, made inside the restaurant daily with fresh strawberries and delicious homemade whipped cream  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Simple

Delicious sweet crepe served on fresh flour sweet batter, made inside the restaurant daily with your choice of sugar or cinnamon  
retail price: \$3.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Nutella



Delicious sweet crepe served on fresh flour sweet batter, made inside the restaurant daily, filled with chocolaty nutella  
retail price: \$4.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Nutella, Banana, and Almond Crepe

Delicious sweet crepe made with homemade sweet batter, filled with decadent chocolate hazelnut nutella, banana, and almonds.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Nutella, Banana, Strawberry

Delicious sweet crepe served on fresh flour sweet batter, made inside the restaurant daily, filled with chocolaty nutella, banana, and strawberries.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Chipotle Chicken Panini

Chipotle Chicken Panini served grilled chicken breast, smoke bacon, cheddar cheese, and fresh tomatoes.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### French Brie Panini

French Brie Panini sandwich served on fresh bread with delicious ham, brie cheese, dijon mustard, and apricot preserves.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Tuscan Panini

Tuscan Panini sandwich served on fresh bread with delicious chicken, swiss cheese, and tomato pesto.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Southwestern Crepe

Savory southwestern crepe made with organic buckwheat batter or white batter (you pick) filled with delicious cheddar cheese, chicken, salsa, sour cream, and onion.  
retail price: \$8.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Salmon and Creme Fraiche

Savory salmon crepe made with organic buckwheat batter or white batter (you pick) filled with fresh salmon, homemade creme fraiche, capers, and red onions.  
retail price: \$8.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Chicken Pesto Crepe

Savory chicken pesto crepe made with organic buckwheat batter or white batter (you pick) filled with delicious mozzarella cheese, creamy avocado, chicken, and basil pesto.  
retail price: \$8.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Mediterranean



Savory mediterranean crepe made with organic buckwheat batter or white batter (you pick) filled with delicious black olives, feta cheese, spinach, and tomato pesto.  
retail price: \$7.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



**Southwestern Omelette**  
Southwestern Omelette with chicken, salsa, sour cream, onion, and cheddar.  
retail price: \$9.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



**Mediterranean Omelette**  
Omelette with spinach, olive, feta, and tomato pesto.  
retail price: \$9.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



**Veggie Omelette**  
Delicious veggie omelette, with mushroom, onion, green bell peper, and cheddar cheese  
retail price: \$9.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



**Nutella French Toast with Stawberries**  
Three slices of delicious and sweet brioche bread dipped in a rich vanilla cream and cinnamon egg batter, and topped with rich hazelnut chocolate nutella and fresh stawberries.  
retail price: \$8.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00

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## Bonjour Crepes & Sandwiches (4 reviews)

French

### Announcement!

Bonjour Crepes &amp; Sandwiches

Specials

Items

Reviews &amp; Info

### Categories

All Items

All Day Menu

Breakfast

Dessert

Drinks

Rals

Sandwich

Savory Crepe

Sweet Crepe

### Menu Items - All Items



#### Waffle crepe

A waffle crepe is a new creation by Bonjour Crepe's new manager, Carol Russel. Delicate and elegant, the waffle crepe is the perfect treat for someone looking to get a nice tasty dessert while watching their waistline.  
retail price: \$9.95

Valid till June, 12 2012

Add to cart

Winners **Bid Now**  
Buy it now for \$6.95



#### Apple pie

retail price: \$4.00

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$3.00



#### Apple cider

retail price: \$4.00

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$3.00



#### French onion soup

delicious, warm french onion soup made just for you.  
retail price: \$6.95

Valid till January, 31 2012

Add to cart

Winners **Bid Now**  
Buy it now for \$4.95



#### Mocha

Enjoy a cup of hot Mocha coffee with your breakfast, lunch or dinner crepe.  
retail price: \$3.95

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$2.00



#### Latte

Enjoy a cup of hot Latte coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$3.95

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$2.00



#### Cappuccino

Enjoy a cup of hot Cappuccino coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$3.95

Pick a date

Add to cart

Winners **Bid Now**  
Buy it now for \$2.00



#### Espresso

Enjoy a cup of hot espresso coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$2.00

### Restaurant Feed

"Sonali P. just won 'A' Imported Chocolate Fondue for Four" for \$18.00. Friday, January 20, 2012

"Sonali P. just won 'A' Imported Chocolate Fondue for Four" for \$18.00. Friday, January 20, 2012

"Sonali P. just won 'A' Mediterranean Omelette" for \$2.00. Friday, January 20, 2012

"Raj A. just won 'A' Veggie Omelette" for \$2.00. Friday, January 20, 2012

"Sonali P. just won 'A' Salmon and Creme Fraiche" for \$2.00. Friday, January 20, 2012



Pick a date Add to cart Winners Bid Now  
Buy it now for \$1.00



#### Americano

Enjoy a cup of hot Americano coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$2.00

Pick a date Add to cart Winners Bid Now



#### Coffee

Enjoy a cup of hot coffee with your breakfast, lunch or dinner crepe. Sourced from the very popular bay area roastery, Barefoot Coffee Roasters specially for Bonjour Crepes  
retail price: \$1.95

Pick a date Add to cart Winners Bid Now



#### Hot Chocolate

Delicious hot chocolate topped with home made whipped cream.  
retail price: \$2.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$2.00



#### Egg Scramble

Breakfast crepe with organic buckwheat batter or white batter (you pick) filled with scrambled eggs and choice of three additional ingredients.  
retail price: \$6.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



#### Brie Apple

Savory chicken pesto crepe made with organic buckwheat batter or white batter (you pick) filled with delicious brie cheese and fresh apples  
retail price: \$6.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



#### Margherita

Savory mediterranean crepe made with organic buckwheat batter or white batter (you pick) filled with delicious basil pesto, melting mozzarella cheese, spinach, and fresh tomatos.  
retail price: \$7.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



#### Pancakes Banana-Almond

Three delicious and soft homestyle buttermilk pancakes made just with fresh bananas and healthy almonds baked inside.  
retail price: \$8.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



#### Pancakes Chocolate Chip

Three delicious and soft homestyle buttermilk pancakes made just with baked in delicious gourmet chocolate chips.  
retail price: \$8.95

Pick a date Add to cart Winners Bid Now  
Buy it now for \$3.00



#### Imported Chocolate Fondue for Four

Imported chocolate fondue, your choice of milk or dark chocolate served with fresh fruits, assorted candy dippings, and more.  
retail price: \$40.00

Pick a date Add to cart Winners Bid Now  
Buy it now for \$20.00



#### Imported Chocolate Fondue for Two



Imported chocolate fondue, your choice of milk or dark chocolate served with fresh fruits, assorted candy dippings, and more.  
retail price: \$20.00

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$10.00



### Banana Split

Two heaping scoops of chocolate or vanilla ice cream nestled between a fresh and crisp carved banana topped with chocolate syrup, chopped peanuts, and delicious house made whipped cream  
retail price: \$5.50

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



### Ice Cream Sundae

Two heaping scoops of chocolate or vanilla ice cream, with fresh peanuts, chocolate syrup, fresh strawberries topped with delicious home made whipped cream  
retail price: \$5.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



### Denver Omelette

Delicious omelette, with ham, green bell peppers, onions, and cheddar cheese  
retail price: \$9.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



### Ham and Cheese

Crepes made with organic buckwheat batter or sweet batter (you pick) filled with delicious ham and melted mozzarella or swiss cheese.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



### Spicy Veggie Crepe

Savory crepe organic buckwheat batter or white batter (you pick) filled with delicious mozzarella cheese, green bell pepper, serrano peppers, onions, and fresh salsa on the side.  
retail price: \$7.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



### Lemon, Strawberry and Banana

Delicious dessert crepe served on fresh sweet batter, made inside the restaurant daily with homemade lemon curd, fresh strawberries, and bananas  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



### Strawberries & Whipped Cream Crepe

Delicious sweet crepe served on fresh flour sweet batter, made inside the restaurant daily with fresh strawberries and delicious homemade whipped cream  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



### Simple

Delicious sweet crepe served on fresh flour sweet batter, made inside the restaurant daily with your choice of sugar or cinnamon  
retail price: \$3.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



### Nutella



Delicious sweet crepe served on fresh flour sweet batter, made inside the restaurant daily, filled with chocolaty nutella  
retail price: \$4.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Nutella, Banana, and Almond Crepe

Delicious sweet crepe made with homemade sweet batter, filled with decadent chocolate hazelnut nutella, banana, and almonds.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Nutella, Banana, Strawberry

Delicious sweet crepe served on fresh flour sweet batter, made inside the restaurant daily, filled with chocolaty nutella, banana, and strawberries.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Chipotle Chicken Panini

Chipotle Chicken Panini served grilled chicken breast, smoke bacon, cheddar cheese, and fresh tomatoes.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### French Brie Panini

French Brie Panini sandwich served on fresh bread with delicious ham, brie cheese, dijon mustard, and apricot preserves.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Tuscan Panini

Tuscan Panini sandwich served on fresh bread with delicious chicken, swiss cheese, and tomato pesto.  
retail price: \$6.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Southwestern Crepe

Savory southwestern crepe made with organic buckwheat batter or white batter (you pick) filled with delicious cheddar cheese, chicken, salsa, sour cream, and onion.  
retail price: \$8.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Salmon and Creme Fraiche

Savory salmon crepe made with organic buckwheat batter or white batter (you pick) filled with fresh salmon, homemade creme fraiche, capers, and red onions.  
retail price: \$8.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00



#### Chicken Pesto Crepe

Savory chicken pesto crepe made with organic buckwheat batter or white batter (you pick) filled with delicious mozzarella cheese, creamy avocado, chicken, and basil pesto.  
retail price: \$8.95


Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00




#### Mediterranean

 Savory mediterranean crepe made with organic buckwheat batter or white batter (you pick) filled with delicious black olives, feta cheese, spinach, and tomato pesto.  
retail price: \$7.95

Pick a date

Add to cart


Winners Bid Now  
Buy it now for \$3.00

 **Southwestern Omelette**  
Southwestern Omelette with chicken, salsa, sour cream, onion, and cheddar.  
retail price: \$9.95

Pick a date

Add to cart


Winners Bid Now  
Buy it now for \$3.00

 **Mediterranean Omelette**  
Omelette with spinach, olive, feta, and tomato pesto.  
retail price: \$9.95

Pick a date

Add to cart


Winners Bid Now  
Buy it now for \$3.00

 **Veggie Omelette**  
Delicious veggie omelette, with mushroom, onion, green bell peper, and cheddar cheese  
retail price: \$9.95

Pick a date

Add to cart

Winners Bid Now  
Buy it now for \$3.00

 **Nutella French Toast with Stawberries**  
Three slices of delicious and sweet brioche bread dipped in a rich vanilla cream and cinnamon egg batter, and topped with rich hazelnut chocolate nutella and fresh stawberries.  
retail price: \$8.95

Pick a date

Add to cart

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